



THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2026

T W E E N:

NATALIE LOUISE BALDWIN

Plaintiff

AND

DR SANJIB KUMAR MOHANTY

Defendant

WRIT OF SUMMONS

TO: Dr Sanjib Kumar Mohanty
214 North East Bay
Cayman Brac
P.O. Box 11400
Grand Cayman KY1-1008
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 30th day of April 2026

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual, currently resident in Germany, whose address for service is that of her attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman KY1-1207, Cayman Islands. At material times, the Plaintiff was resident in the Cayman Islands.
2. The Defendant is an individual of 214 North East Bay, Cayman Brac, Cayman Islands. The Defendant was at material times a licensed medical practitioner, practising from a clinic known as The Surgery, located at Smith Road Plaza Unit #2, 60 Smith Road, George Town, Grand Cayman ("The Surgery").
3. At all material times, the Defendant held himself out as competent to advise upon, diagnose, and treat urological conditions, including by performing cystoscopy, ureteroscopy and related procedures. In that capacity, the Defendant owed the Plaintiff a duty to exercise the reasonable care, skill, diligence and judgment expected of a reasonably competent medical practitioner practising in the relevant specialty and circumstances.
4. On two occasions in March and April 2023, the Plaintiff attended at the emergency department of the George Town Hospital complaining of acute abdominal pain. The Plaintiff underwent CT scans on 20th March 2023 and 11th April 2023, which disclosed two non-obstructing renal calculi in the right kidney and a smaller non-obstructing renal calculus in the left kidney.
5. On 11th April 2023, the Plaintiff was referred to a consultant urologist and discharged from the George Town Hospital. No appointment was available with the referee consultant urologist for some weeks. The Plaintiff then obtained the Defendant's details and arranged an appointment at The Surgery.
6. On 20th April 2023, the Plaintiff attended The Surgery to consult with the Defendant, complaining of ongoing abdominal pain. The Defendant advised the Plaintiff that the abdominal pain was likely to be caused by a renal calculus

blocking the ureter, and recommended that cystoscopy and ureteroscopy, a surgical procedure, was necessary.

7. The cystoscopy and ureteroscopy procedure was scheduled on 3rd May 2023 (the “**Procedure**”). On 28th April 2023 a further CT Scan of the Plaintiff took place, which showed one renal calculus in the right kidney and one in the left kidney, with no evidence of uretic calculi and no evidence of hydronephrosis.
8. On 3rd May 2023 the Defendant performed the Procedure on the Plaintiff. The Defendant discovered improper equipment, namely mismatched stent and guide wires, and/or an improper or inadequate “urology tower”, had been supplied for his use in the Procedure. The Defendant continued with the Procedure.
9. During the Procedure, the Defendant and/or other attending medical staff noted the Plaintiff’s abdomen was becoming distended. It was discovered that the Plaintiff’s bladder had been perforated by the Defendant during the Procedure (the “**Injury**”) resulting in urine leaking into her abdominal cavity, causing the distension of the abdomen.
10. The Defendant converted the Procedure to an emergency exploratory laparotomy. The perforation in the Plaintiff’s bladder was closed with a suture. The Plaintiff remained as an in-patient at the George Town Hospital for two days and was discharged with supra-pubic catheter in place. The catheter was removed on or around 15th May 2023.
11. The Defendant’s treatment of the Plaintiff was negligent and/or breached duties of care to the Plaintiff, which resulted in injury, loss and damage to the Plaintiff.

PARTICULARS OF NEGLIGENCE AND BREACH OF DUTY

12. The Defendant’s treatment was negligent and/or breached his duty of care to the Plaintiff, including as follows:
 - a. the diagnosis of a urological cause, including a uretic calculus, of the Plaintiff’s pain was incorrect, and contra-indicated, or not supported, by the available CT Scans; and/or

- b. the advice that the Procedure was necessary was incorrect, and contra-indicated, or not supported, by the available CT Scans; and/or
 - c. the Defendant performed an unnecessary procedure upon the Plaintiff, in breach of his duty of care; and/or
 - d. the Defendant used inappropriate technique and/or improper force during the Procedure; and/or
 - e. the Defendant failed to carry out the Procedure with reasonable care and skill; and/or
 - f. the Defendant carried out the Procedure using improper or suboptimal equipment, which increased the risk of injury to the Plaintiff, in breach of his duty of care; and/or
 - g. the Defendant failed to halt or cancel the Procedure on identifying improper or suboptimal equipment had been supplied, which increased the risk of injury to the Plaintiff, in breach of his duty of care; and/or
 - h. The Defendant failed to check that proper and/or optimal equipment was available for the Procedure before the Procedure commenced, in breach of his duty of care; and/or
 - i. the Defendant failed to identify the Injury to the Plaintiff's bladder in a timely manner.
13. The Defendant's negligence and/or breaches of the Defendant's duty of care to the Plaintiff, caused, or contributed to, the Injury to the Plaintiff.
14. The Injury caused damage, pain, suffering and loss of amenity to the Plaintiff, including further medical treatment, pain, discomfort and urinary symptoms which are ongoing at the date of filing. But for the Defendant's negligence and/or the breaches of duty of care to the Plaintiff, the Plaintiff would not have suffered the damage, including pain, suffering and loss of amenity.

15. The Plaintiff claims general damages, to be assessed by the court, in relation to her pain, suffering and loss of amenity, and special damages for the costs of, and ancillary to, the treatment of, and ongoing recovery from, the Injury. The Plaintiff's damages will be particularised fully in a Schedule of Loss, to be filed by the Plaintiff in due course.
16. The Plaintiff claims interest on damages awarded by the court in accordance with Section 34 *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* from 3rd May 2023 to the date of payment, at the statutory rate of 2.375% per annum or at such rate and for such period as the court deems just.
17. The Plaintiff claims legal costs and necessary disbursements incurred for the purpose of bringing these proceedings in addition to the damages and interest claimed above.

AND THE PLAINTIFF CLAIMS:

- a) Damages, to be assessed;
- b) Pre- and post-judgment interest on awarded damages in accordance with Section 34 *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (2021 Revision)*, at the statutory rate of 2.375% per annum or at such rate and for such period as the court deems just.
- c) Costs;
- d) Such further and other relief as this Court may deem just.



HSM Chambers
Attorneys-at-Law for the Plaintiff

This WRIT OF SUMMONS was issued by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands
(Ref: 511894.0001)

Acknowledgment of service of writ of summons (O.12, r.3)**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

***See over for notes for guidance
Please complete overleaf***

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2026

B E T W E E N:

NATALIE LOUISE BALDWIN

Plaintiff

AND

DR SANJIB KUMAR MOHANTY

Defendant

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

☐ yes☐ no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).

☐ yes☐ no

Service of the Writ is acknowledged accordingly

(Signed).....
 [Attorney] for
 [Defendant in person]
 Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

HSM Chambers 68 Fort Street P.O. Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS Ref: 511894-0001
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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